

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-10-D-6407				2. DELIVERY ORDER NO. HT01		3. EFFECTIVE DATE 2012 Feb 01		4. PURCH REQUEST NO. TAB 1102		5. PRIORITY DO-A1	
6. ISSUED BY Naval Air Warfare Center Training Systems Division 12350 Research Parkway Orlando FL 32826-3224				CODE N61340		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	
9. CONTRACTOR Zenetex, LLC 950 Herndon Parkway, Ste 350 Herndon VA 20170				CODE IT3Q7		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		X SMALL	
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		SMALL DISADVANTAGED	
										WOMEN-OWNED	
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	
										<b>MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.</b>	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein.								
			ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.								
Zenetex, LLC				terickson Proposal Director							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$905,640.54	
				BY: /s/Rebeca A Gonzalez				01/17/2012		26. DIFFERENCES	
								CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
						PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE						g. E-MAIL ADDRESS					
						FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL				35. BILL OF LADING NO.	
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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## GENERAL INFORMATION

Contract Specialist: Name: Jonathan Abbott Code: 2.5.3.1.1 Phone: (407)380-8010 Fax: (407) 380-4164

Email: jonathan.d.abbott@navy.mil

Contracting Officer: Name: Rebeca Gonzalez, Code: 2.5.3.1.1 Phone: 407-380-4524 Fax: (407) 380-4164

Email: rebeca.gonzalez@navy.mil

This acquisition is applicable to Zone 4, Gulf Coast as a Small Business Set-aside.

This task order solicitation is issued in accordance with the terms and conditions of the Seaport-e multiple award basic contract. Only clauses and provisions requiring fill-ins or unique to this task order solicitation have been included in full text in the task order.

The anticipated award will be a cost plus fixed fee, Level of Effort, term task order.

Throughout this document, the acronym COR (Contracting Officer Representative) and TOM (Task Order Manager) shall be used interchangeably and; Task Order Contracting Officer, Procurement Contracting Officer (PCO) and Contracting Officer shall be used interchangeably.

The preponderance of the effort provided under this award will be professional services and will be considered exempt from the Service Contract Act.

OPTION PERIOD	CLINs	SOW SECTION
BASE PERIOD	4000 AND 6000	1 - 4.3
1ST PERIOD	4100 AND 6100	1 - 4.3
2ND PERIOD	4200 AND 6200	1 - 4.3
3RD PERIOD	4300 AND 6300	1 - 4.3
4TH PERIOD	7400 AND 9400	1 - 4.3

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	PROVIDE ENGINEERING SUPPORT SERVICES FOR TRAINING SYSTEMS IN ACCORDANCE WITH STATEMENT OF WORK AND CDRLS - (BASE PERIOD) (OTHER)	1.0	LO	\$597,680.83	\$24,668.49	\$622,349.32
400001	EA-6B LOE ENG, SOW 3.2.1 - 3.2.11 (OTHER)					
400002	P-3 LOE ENG, SOW 3.2.1 - 3.2.11 (OTHER)					
4100	PROVIDE ENGINEERING SUPPORT SERVICES FOR TRAINING SYSTEMS IN ACCORDANCE WITH STATEMENT OF WORK AND CDRLS (Option 1) (OTHER) Option	1.0	LO	\$7,745,385.86	\$307,702.99	\$8,053,088.85
4200	PROVIDE ENGINEERING SUPPORT SERVICES FOR TRAINING SYSTEMS IN ACCORDANCE WITH STATEMENT OF WORK AND CDRLS (Option 2) (OTHER) Option	1.0	LO	\$8,076,809.19	\$298,601.41	\$8,375,410.60
4300	PROVIDE ENGINEERING SUPPORT SERVICES FOR TRAINING SYSTEMS IN ACCORDANCE WITH STATEMENT OF WORK AND CDRLS (Option 3) (OTHER) Option	1.0	LO	\$8,946,899.42	\$307,248.67	\$9,254,148.09

For ODC Items:

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Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
6000	OTHER DIRECT COST TO INCLUDE TRAVEL, MATERIAL, AND NMCI IN ACCORDANCE WITH SOW AND CDRLS (BASE PERIOD) (OTHER)	1.0	LO	\$283,291.22
600001	EA-6B LOE ENG, SOW 3.1.5, 3.1.6 (OTHER)			
600002	P-3 LOE ENG, SOW 3.1.5, 3.1.6 (OTHER)			
6100	OTHER DIRECT COST TO INCLUDE TRAVEL, MATERIAL, AND NMCI IN ACCORDANCE WITH SOW AND CDRLS (Option 1) (OTHER) Option	1.0	LO	\$3,456,176.26
6200	OTHER DIRECT COST TO INCLUDE TRAVEL, MATERIAL, AND NMCI IN ACCORDANCE WITH SOW AND CDRLS (Option 2) (OTHER) Option	1.0	LO	\$3,546,737.35
6300	OTHER DIRECT COST TO INCLUDE TRAVEL, MATERIAL, AND NMCI IN ACCORDANCE WITH SOW AND CDRLS (Option 3) (OTHER) Option	1.0	LO	\$3,943,883.98

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
7400	PROVIDE ENGINEERING SUPPORT SERVICES FOR TRAINING SYSTEMS IN ACCORDANCE WITH STATEMENT OF WORK	1.0	LO	\$9,103,780.57	\$316,915.89	\$9,420,696.46

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AND CDRLS (Option  
4) (OTHER)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
9400	OTHER DIRECT COST TO INCLUDE TRAVEL, MATERIAL, AND NMCI IN ACCORDANCE WITH SOW AND CDRLS (Option 4) (OTHER) Option	1.0	LO	\$3,969,691.20

Clauses specified in Section B of the Seaport-e basic contract are incorporated into this order.

The task order Contracting Officer and/or Contract Specialist will unilaterally create additional informational funding SLINs or Line Items during performance of this task order to accommodate the multiple type of funds that will be used under this order.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### SEE ATTACHMENT 1 FOR STATEMENT OF WORK

CLINs 4000, 4100, 4200, 4300 and 7400 The contractor shall provide Contractor Support Service personnel to support In-Service Engineering Offices (ISEOs) in accordance with the Statement of Work (SOW) as detailed under General Information on page 2, clause 5252.204-9505, and Technical Data in accordance with Exhibit B.

CLINs 6000, 6100, 6200, 6300 and 9400 The contractor shall provide direct material and travel in accordance with SOW paragraphs 3.1.5 and 3.1.6.

### **5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor\\_forms](http://www.navair.navy.mil/index.cfm?fuseaction=home.contractor_forms).

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [To Be Determined], shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR\_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

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(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal Number [ [N00024-10-R-3496](#) ], dated [ [14 November 2011](#) ], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

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## SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award Basic Contract.

Clauses in Section D shall apply to all CLINs listed in Section B, as applicable.

### HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practices.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### HQ D-2-2008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: \_\_\_\_\_  
 (Name of the Individual Sponsor)  
 \_\_\_\_\_  
 (Name of the Requiring Activity)  
 \_\_\_\_\_  
 (City and State)

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SeapPort-e Multiple Award Basic Contract.

Clauses in Section E shall apply to all CLINs listed in Section B, as applicable.

Contractor performance will be inspected in accordance with the metrics provided in the Quality Assurance Surveillance Plan (QASP), Attachment 3, to the contract.

### **5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form. The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

### **CLIN INSPECT AT INSPECT BY ACCEPT AT ACCEPT BY**

4000 Destination Government Destination Government  
4100 Destination Government Destination Government  
4200 Destination Government Destination Government  
4300 Destination Government Destination Government  
6000 Destination Government Destination Government  
6100 Destination Government Destination Government  
6200 Destination Government Destination Government  
6300 Destination Government Destination Government  
7400 Destination Government Destination Government  
9400 Destination Government Destination Government

### **5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)**

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers

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assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: Johnny Truett    Activity: NAWCTSD    Address: 12350 Research Parkway,  
Orlando, FL 32826

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	02/01/2012 - 05/31/2012
6000	02/01/2012 - 05/31/2012

The periods of performance for the following Option Items are as follows:

4100	06/01/2012 - 05/31/2013
4200	06/01/2013 - 05/31/2014
4300	06/01/2014 - 05/31/2015
6100	06/01/2012 - 05/31/2013
6200	06/01/2013 - 05/31/2014
6300	06/01/2014 - 05/31/2015
7400	06/01/2015 - 05/31/2016
9400	06/01/2015 - 05/31/2016

Note: The Period of Performance of CLINs 7400 and 9400 are contingent upon the option exercise of the award term 2 (05 April 2014 through 04 April 2015) of the basic Seaport-e contract.

Services to be performed hereunder shall be provided at the following Government site(s):

Norfolk, Oceana, Dam Neck, Little Creek, Quantico VA, McGuire-Dix-Lakehurst NJ, Newport RI, New London CT, Great Lakes IL, Cherry Point NC, New River NC, Beaufort SC, Corpus Christi TX, Ft. Worth TX, Ft. Hood TX, Kingsville TX, Jacksonville FL, Mayport FL, Pensacola FL, Eglin AFB FL, Sherman Field FL, Whiting Field FL, Kings Bay GA, Meridian MS, Tinker OK, Camp Pendleton CA, 29 Palms CA, Miramar CA, North Island CA, San Diego CA, Lemoore CA, Pt. Mugu CA, Fallon NV, Yuma AZ, Bangor WA, Whidbey Island WA, Guam, Atsugi JA, Iwakuni JA, Okinawa JA, Kaneohe Bay HI, Pearl Harbor HI.

### 5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit B001, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD

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Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

(1) PCO, Code 2.5.3.1

(2) NAWCTSD, 4.6.4

(3) NAWCTSD, TOM-4.6.4.2

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

PCO, NAWCTSD, 12350 Research Parkway, Orlando, FL 32826

4.6.4, NAWCTSD, 12350 Research Parkway, Orlando, FL 32826

NAWCTSD TOM, 12350 Research Parkway, Orlando, FL 32826

Services to be performed hereunder will be provided at (sites and locations specified in the Statement of Work and any Attachments thereto)

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## **SECTION G CONTRACT ADMINISTRATION DATA**

Contract Administration Data shall be in accordance with Section G of the SeaPort-e Multiple Award Basic Contract.

### **Task Order G-1 TYPE OF CONTRACT**

This is a cost plus fixed fee, Level of Effort, term task order.

### **Task Order G-2 5252.232-9504 I SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE ALTERNATE I (NAVAIR)(MAY 2006)**

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or subline item number (SLIN), and the accounting classification references number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

"See Accounting Data Below"

(f) Additional special payment instructions: (to be filled in by contract specialist, if applicable)

### **Task Order G-3 TASK ORDER MANAGER (TOM) APPOINTMENT (JUL 2005)**

(a) The Task Order Contracting Officer hereby appoints the following individual as the Task Order Manger (TOM) for this task order:

Task Order Manager: Johnny Truett

(b) The TOM is responsible for those specific functions assigned in the Task Order Manager appointment letter.

(c) Only the Task Order Contracting Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the

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Task Order Contracting Officer in writing. No action shall be taken by the contractor unless the Task Order Contracting Officer, PCO or ACO has issued a formal modification.

**252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)(a)**  
Definitions.

As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area Work Flow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

**5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)**

(a) The following information is provided to assist the contractor in submitting invoices and receiving

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reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website:

[http://www.acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview](http://www.acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil)

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF <https://wawf.eb.mil/FuncInfo.html> and WAWF Training <http://www.wawftraining.com> websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

**1. The following table shall will be used when submitting Invoices..**

WAWF Invoice Type:	<p>If the Paying Office (see below) is <b>N50120</b>:</p> <ul style="list-style-type: none"> <li>-- Select <b>Combo</b> for Fixed Price Supplies and Services.</li> <li>-- Select <b>Cost Voucher</b> for all Cost or T&amp;M contracts or CLINs.</li> </ul> <p>For ALL OTHER Paying Offices:</p> <ul style="list-style-type: none"> <li>-- Select <b>2-in-1</b> for FFP Services Only.</li> <li>-- Select <b>Combo</b> for Supplies, or Supplies AND FFP Services.</li> <li>-- Select <b>Cost Voucher</b> for all Cost or T&amp;M contracts or CLINs.</li> </ul> <p>If none of the above apply, please call 1-800-559-WAWF (9293).</p>
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Issuing Office DODAAC	<b>N61340</b>
Admin Office DODAAC:	S2404A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	<b>N61340</b>
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	<b>N61340</b>
DCAA Office DODAAC (Used on Cost Voucher's only):	HAA721
Paying Office DODAAC:	HQ0338

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501			Contracting Officer's Representative
Johnny Truett	<a href="mailto:johnny.truett@navy.mil">johnny.truett@navy.mil</a>	252-466-5961	Acceptor
Jonathan Abbott	<a href="mailto:jonathan.d.abbott@navy.mil">jonathan.d.abbott@navy.mil</a>	407-380-8010	View Only
Rebeca Gonzalez	<a href="mailto:rebeca.gonzalez@navy.mil">rebeca.gonzalez@navy.mil</a>	407-380-4524	View Only

#### HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT)(NAVSEA)(MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive fee type contracts., "base fee" in cost-plus-award-fee type contracts, "fixed-fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as applicable. Such payments shall be equal to [ **TBD at contract award** ] percent ( **TBD at contract award** ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is

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reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

### **5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are:

Functions withheld: FAR 42.302 (3), (4), (38) and (39) or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

### **SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

SEE SECTION B and ATTACHMENT 5. PERIOD OF PERFORMANCE IS DEFINED AS ESTIMATED DURATION IN ATTACHMENT 5.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee,

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the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs [\_\_\_\_\_] are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

**FUNDING PROFILE:**

It is estimated that these incremental funds will provide for SEE SECTION B AND ATTACHMENT 5. The following details funding to date:

Period 1	1-Feb-12	31-May-12			
CLIN	CEILING	FUNDED	COST	FEE	REMAINING
4000	\$ 622,349.32	\$201,000.00	\$ 193,032.81	\$ 7,967.19	\$ 421,349.32
6000	\$ 283,291.22	\$ 6,000.00			\$ 277,291.22
Total	\$ 905,640.54	\$207,000.00	\$ 193,032.81	\$ 7,967.19	\$ 698,640.54

Task Order	Direct Labor	ODC	Total	ODC % of DL
Total	\$201,000.00	\$ 6,000.00	\$ 207,000.00	2.99%

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) as changed as a result of 2008 Rolling Admissions (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 663,908 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in

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pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:  $\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} - \text{Expended LOE}) / \text{Required LOE})$  or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by

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which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determined that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.\*

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required. \* The Contracting Officer referred to, in paragraph (j) is the Task Order Contracting Officer

#### HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and /or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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Accounting Data
SLINID  PR Number                Amount
-----
400001  130023302100010          71000.00
LLA :
AA 1721804 4A2A 257 00019 0 050120 2D 000000
Standard Number: DIRECT SITE
COST CODE: A00000924017
TYPE OF FUNDS: OMN

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400002 130023302100030 130000.00  
 LLA :  
 AB 1721804 4A2A 257 00019 0 050120 2D 000000  
 Standard Number: DIRECT SITE  
 COST CODE: A10000924017  
 TYPE OF FUNDS: OMN

600001 130023302100020 1500.00  
 LLA :  
 AA 1721804 4A2A 257 00019 0 050120 2D 000000  
 Standard Number: DIRECT SITE  
 COST CODE: A00000924017  
 TYPE OF FUNDS: OMN

600002 130023302100040 4500.00  
 LLA :  
 AB 1721804 4A2A 257 00019 0 050120 2D 000000  
 Standard Number: DIRECT SITE  
 COST CODE: A10000924017  
 TYPE OF FUNDS: OMN

BASE Funding 207000.00  
 Cumulative Funding 207000.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### SECTION H SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements set forth in Section H of the SeaPort-e Multiple Award Basic Contract apply to this Task Order.

#### H-01 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

#### H-02 APPLICABLE LABOR RATES FOR SPECIFIC LABOR CATEGORIES

The contractor shall only utilize and be reimbursed the following dollar labor rates for the sepcified labor categories and sites listed below:

Labor Category	Year 2	Year 3	Year4	Year 5
<b>Site 1</b>				
Computer Analyst	49.21	50.19	50.99	51.91
Computer Scientist	-	-	55.02	56.02
Information Systems Engineer	-	59.09	-	-
Junior Software Engineer	48.81	49.68	50.57	51.48
Senior Software Engineer	-	70.36	71.67	73
Software Engineer	-	53.58	54.54	55.53
<b>Site 2</b>				
Information Systems Engineer	62.93	64.08	65.26	66.46
<b>Site 3</b>				
Information Systems Engineer	-	-	65.26	66.46
<b>Site 5</b>				
Information Systems Engineer	-	-	68.46	69.73
<b>Site 6</b>				
Information Systems Engineer	65.14	66.45	67.77	69.12

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Senior Software Engineer	79.1	80.58	82.09	83.63
Site 7				
Senior Network/System Administrator	61.7	62.83	63.98	65.16
Site 8				
Information Systems Engineer	53.84	54.81	55.8	56.81
Junior Network/ System Administrator	40.89	41.61	42.33	43.08
Sr. Document Word Processor	30.71	31.22	31.74	32.28
Software Engineer	52.9	53.85	54.82	55.81
Site 9				
Information Systems Engineer	-		59.53	60.61
Site 10				
Information Systems Engineer	-		66.92	68.26
Site 11				
Information Systems Engineer	-	68.78	70.05	71.35
Site 12				
Information Systems Engineer	-	-	63.44	64.6
Site 13				
Information Systems Engineer	-	81.81	83.34	84.91
Site 14				
Information Systems Engineer	-	81.81	83.34	84.91
Site 15				
Information Systems Engineer	-	-	50.93	51.84
Site 17				
Information Systems Engineer	-	-	71.1	72.52
Site 18				
Information Systems Engineer	-	-	57.93	58.99
Site 19				
Compute Analyst	46.99	47.93	48.89	49.87
Information Systems Engineer	55.62	56.63	57.65	58.7
Software Engineer	52.17	53.21	54.28	55.36
Site 20				
Information Systems Engineer	-	-	67.77	69.12
Site 22				
Information Systems Engineer	-	-	61.5	62.62
Senior Software Engineer	69.49	70.78	72.09	73.42
Site 23				
Information Systems Engineer	61.96	63.1	64.25	65.43
Site 25				
Information Systems Engineer	61.97	63.11	64.27	65.45
Site 26				
Information Systems Engineer	-	64.81	66	67.22

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Site 27				
Senior Software Engineer	69.08	70.46	71.87	73.32

The fixed price labor rates listed above are applicable for the prime contractor and any subcontractor providing the specified labor categories for the listed site. If the fixed price labor category services are provided by the prime contractor, the prime contractor is not entitled to be reimbursed any additional indirect rates on the fixed price rates shown above. If the fixed price labor category services are provided by a subcontractor, the prime contractor is entitled to be reimbursed its allowable indirect rates (e.g., subcontractor handling fee, G&A) on the labor rate.

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR) (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)

(OCT 2006)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed. (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing. (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor

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for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

**5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)  
(NAVAIR)(OCT 2005)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the

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qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

Key Personnel Labor Categories are as follows:

Senior Technical Writer  
Senior Electronics Technician  
Senior Document Word Processor  
Senior Software Engineer  
Senior Network/Systems Administrator  
Senior Computer Analyst  
Senior Hardware Engineer  
Information Systems Engineer

5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR)  
(JUL 1998)

(a) The term "material" includes supplies, materials, parts, equipment, hardware, and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have

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been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and Telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

**5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER  
(NAVAIR) (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Rebeca Gonzalez, 12350 Research Parkway, Orlando, FL 326826, 407-380-4524

**5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR)  
(SERVICES) (MAR 2007)**

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

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(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the Performance Based Statement of Work. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) as defined in FAR 2.101.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates", means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[ X ] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three (3) years after the date of completion of the contract. (FAR 9.505-1(a))

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[ X ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(a)(1))

[X ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or more than one contractor has been involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of three (3) years after the terms of this contract. (FAR 9.505-2(b)(1))

[ X ] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that is established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4)

[ X ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting

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Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with three (3) years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

### **Direct Charges for Labor Support**

The contractor shall provide contract support services (CSS) in accordance with the labor categories set for in Appendix A, of the SOW. Only labor categories identified in those subsections will be considered allowable direct charges under this Task Order.

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## **SECTION I CONTRACT CLAUSES**

**CONTRACT CLAUSES IN SECTION I IN THE CONTRACTOR'S BASIC SEAPORT-E IDIQ , APPLICABLE TO COST-TYPE TASK ORDERS, ARE INCORPORATED BY REFERENCE IN THIS TASK ORDER.**

### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 DAYS of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_60\_\_ days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed four and a half (4.5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

### **5252.204-9502 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (NAVAIR) (OCT 2005)**

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to any Government Facility identified within the Statement of Work. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C - Statement of Work only. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the TOM. All losses are to have the permanent badges returned to the TOM on the last day of the individual's task requirement.

### **5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)**

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(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 Statement of Work for In-Service Engineering Division (AIR 4.6.4) (Including Appendices)

Attachment 2 Contract Security Classification Specification Form DD254

Attachment 3 Quality Assurance Surveillance Plan

Attachment 4 NAWCTSD 4330/60 Data Item Transmittal/Acceptance/Rejection Form

Attachment 5 Funded Level of Effort

Exhibit B Contract Data Requirements List (CDRL's) Form 1423